

:PROFORMA:

:SREE:

:SALE DEED:

for

:Apartment No. _____ in _____ Floor of Building _____ in Tower `____` of `SKYLARK ITHACA`:

THIS DEED OF SALE IS MADE AND EXECUTED ON THIS THE TWENTY NIENTH DAY OF JULY, YEAR TWO THOUSAND SEVENTEEN (29/07/2017):

:BY:

(1) **Smt.K.N.MUNILAKSHMI**, Aged about 61 years, Wife of late Sri.A.Narayan, (1A) **Smt.N.BABITHA**, Aged about 42 years, Wife of Sri.S.Deepak, (1B) **Smt.N.NIRMALA**, Aged about 40 years, Wife of Sri.M.Vishwanatha Reddy, (1C) **Sri.N.VISHWANATH REDDY**, Aged about 38 years, Son of late Sri.A.Narayan, Nos.1 to 1C are residing at: No.26, 1st Cross Road, 1st 'B' Main Road, N.R. Layout, Konena Agrahara, HAL Post, Bangalore – 560 017, (2) **Sri.A.KRISHNA REDDY**, Aged about 70 years, son of late Sri.D.P.Annaiiah Reddy, residing at: No.518, K.R.Garden (Opp. To NDDDB), 80 Feet Road, Koramangala, Bangalore–560 095, (3) **Sri.A.JANARDHAN REDDY**, Aged about 68 years, Son of late Sri.D.P.Annaiiah Reddy, residing at: No.835 4th Main Road, Chowdeshwari Layout, Marathahalli, Bangalore – 560 037, (4) **Sri.A.RAJA REDDY**, Aged about 61 years, Son of late Sri.D.P.Annaiiah Reddy, residing at: No.222, Laxmaiah Reddy Road, Kacharakanahalli, Bangalore – 560 084, (5) **Smt.A.LALITHA**, Aged about 63 years, Wife of Sri.S.A.Gopal Reddy, Daughter of late Sri.D.P.Annaiiah Reddy, residing at: No.5, 35th Main, 7th Cross, BTM 2nd Stage, Bangalore – 560 068. (6) **Smt.A.GIRIJA**, Aged about 58 years, Wife of Sri.M.Venkataswamy Reddy, Daughter of late Sri.D.P.Annaiiah Reddy, residing at No.128, Doddakanneli, Sarjapura Main Road, Carmalaram Post, Bangalore-560 035, (7)**Smt.A.GEETHA**, Aged about 55 years, Residing at: Namitha Nilaya, Vijendra Temple Street, Bethamangala, Bangarpet Taluk, Kolar District, (8) **Mr.OMAR SHERIFF**, Aged about 32 years, Son of Mr.Saleem Sheriff, Residing at: No.2336, HAL 3rd Stage, Bangalore-560 017.

(9) **Smt.MUDDAMMA**, Aged about 66 years, Wife of Sri.T.Chikkanarayanappa, (10) **Sri.G.ANAND REDDY**, Aged about 44 years, Son of Sri.Gangireddy, (11) **Sri.SUDHAKAR REDDY**, Aged about 56 years, Son of Mr.T.Chikkanarayanappa, (12) **Sri.C.PRABHU**, Aged about 53 years, Son of Sri.T.Chikkanarayanappa, (13) **Sri.RAVIKUMAR**, Aged about 47 years, Son of Sri.T.Chikkanarayanappa, (14) **Sri.C.ANAND**, Aged about 44 years, Son of Sri.T.Chikkanarayanappa, (15) **Sri.SATISH**, Aged about 41 years, Son of Sri.T.Chikkanarayanappa, (16) **Sri.MURALIDHAR.C**, Aged about 37 years, Son of Sri.T.Chikkanarayanappa, (17) **Smt.GEETHA**, Aged about 39 years, Daughter of Sri.T.Chikkanarayanappa, (18) **Sri.BHARATH**, Aged about 19 years, Son of Sri.G.Anand Reddy, (19) **Master.RANJITH**, Aged about 14 years, Son of Sri.G.Anand Reddy, Minor represented by his father and natural guardian **Sri.G.ANAND REDDY**, All are at: Kurudu Sonnenahalli Village, Bidarahalli Hobli, Virgonagar Post, Bangalore–560 049.

(20) **Sri. S. RAJASHEKARA**, Aged about 63 years, Son of late Sri.H.K.Sundararaja, No.43, 3rd Main Road, Vyalikaval, BANGALORE – 560 003.

and

(21) **Mr. J. SHYAM PRAKASH**, Aged about 38 years, Son of late Mr. S. Jagannath, No. 68, 'G' 10th Street, Jogupalya, Halasuru, BANGALORE – 560 008.

All are represented by their General Power of Attorney Holder : **M/s. SKYLARK MANSIONS PVT. LTD.**, A Company incorporated under the Companies Act, 1956, Having its Registered Office at: 'Skylark Chambers', No.37/21, Yellappa Chetty Layout, Ulsoor Road, BANGALORE – 560 042. Represented by its Director **Mr.OMAR SHERIFF** .

hereinafter referred to as the **"SELLERS/PROMOTERS"**

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, legal representatives, administrators, executors and permitted assignees) **OF THE FIRST PART:**

:AND:

M/s. SKYLARK MANSIONS PVT. LTD., A Company incorporated under the Companies Act, 1956, Having its Registered Office at: 'Skylark Chambers', No.37/21, Yellappa Chetty Layout, Ulsoor Road, BANGALORE – 560 042. Represented by its Director **Mr.OMAR SHERIFF**.

hereinafter called the **"CONFIRMING PARTY"**

(Which expression wherever it so requires shall mean and include all its successors and assigns etc.,) **OF THE SECOND PART:**

:AND:

M/s. ITHACA ESTATES PVT. LTD., (Subsidiary of M/s.Skylark Mansions Pvt. Ltd.,) A Company incorporated under the Companies Act, 1956, Having its Registered Office at: 'Skylark Chambers', No.37/21, Yellappa Chetty Layout, Ulsoor Road, BANGALORE – 560 042. Represented by its Authorised Signatory: **Mr.OMAR SHERIFF**, Director.

hereinafter referred to as the **"BUILDER/PROMOTERS"**

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) **OF THE THIRD PART:**

:IN FAVOUR OF:***[If the Purchaser/s is a company]*****M/s.**_____ ,

(CIN No. _____),

A Company incorporated under the provisions
of the Companies Act, 2013,
[Central Act 18 of 2013), as the case may be],
Having its Registered Office at:

_____,

_____.

And its Corporate Office at :

_____,

_____.

Represented by its Authorized Signatory:

Mr._____

Authorized vide Board Resolution dated _____.

hereinafter referred to as the **“PURCHASER/S”**

(which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include its
successor-in-interest, executors, administrators and permitted
assignees) **OF THE OTHER PART:**

[OR]***[If the Purchaser/s is a Partnership]*****M/s.**_____ ,

A Partnership Firm,

Registered under the Indian Partnership Act, 1932

(Central Act 9 of 1932),

Having its Principal Place of Business at:

_____,

_____.

Represented by its Authorized Partner:

Mr._____

Authorized vide _____.

hereinafter referred to as the **“PURCHASER/S”**

(which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include its partners,
their respective heirs, legal representatives, administrators,
executors and permitted assignees etc.,) **OF THE OTHER
PART:**

[OR]

[If the Purchaser/s is an Individual]

Mr. / Mrs. _____,
Aged about ____ years,
Son/Daughter of Mr. _____,
Residing at:

_____,
_____.

hereinafter referred to as the **"PURCHASER/S"**

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, legal representatives, administrators, executors, successors-in-interest and permitted assignees etc.) **OF THE OTHER PART:**

[OR]

[If the Purchaser is a HUF]

Mr. / Mrs. _____,
For Self and as the Kartha of the
Hindu Joint Mitakshara Family known as
_____ HUF,
Having its Place of Business / Residence at:

_____,
_____.

hereinafter referred to as the **"PURCHASER/S"**

(which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees etc.) **OF THE OTHER PART:**

[Please insert details of other Purchaser(s), in case of more than one Purchaser]

WITNESSETH:

I. (a) WHEREAS the Property measuring 3 Acres 34 Guntas in Sy.No.24/6 of Kodigehalli Village, Krishnarajapuram Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E-3) (K.H) SR 08/2010-11 dated 10/08/2010, morefully described in Item No.1 of the Schedule 'A' herein and was originally owned and possessed by Sri.A.Janardhan Reddy (Seller No.3 herein) and Sri.A.Narayan (husband of Seller No.1 and father of Seller Nos.1A to 1C herein) who had purchased the same from their Vendors in terms of Sale Deed dated 05/08/1982, registered as Document No.2705/1982-83 in Book-I, Volume-1862 at Pages 28 to 31, in the Office of the Sub-Registrar, Bangalore South Taluk and from the date of sale in their favour, the said Sri.A.Janardhan Reddy and Sri.A.Narayan started enjoying the Item No.1 of Schedule 'A' Property as absolute owners. The aforesaid Sri.A.Narayan later died intestate on 19/12/1991 leaving behind him, his mother Smt.Gullamma, his wife Smt.K.N.Munilakshmi (first Seller herein) and his children Smt.N.Babitha, Smt.N.Nirmala and Sri.N.Vishwanath Reddy (Seller 1A to 1C herein) to succeed to his estate including his share in Item No.1 of the Schedule 'A' Property and on the death of Sri.A.Narayan, the said heirs succeeded to the estate of Sri.A.Narayan and started enjoying their share in Item No.1 of the Schedule 'A' Property as absolute owners.

(b) WHEREAS later Item No.1 of the Schedule 'A' Property was partitioned/divided between aforesaid Sri.A.Janardhana Reddy and wife and children of his brother late Sri.A.Narayan namely (1) Smt.K.N.Munilakshmi, (1A) Smt.N.Babitha, (1B) Smt.N.Nirmala, (1C) Sri.N.Vishwanath Reddy and his brothers (2) Sri.A.Krishna Reddy, (3) Sri.A.Pilla Reddy, (4) Sri.A.Raja Reddy and his sisters (5) Smt.A.Lalitha, (6) Smt.A.Girija, (7) Smt.A.Geetha and (8) Smt.Shobha, in terms of Compromise Decree dated 20/11/2010 passed in O.S.15306/2003 on the file of Court of City Civil Judge, Bangalore and the Property in Item No.1 of the Schedule 'A' Property was allotted as detailed below and the allottees started enjoying the said property as absolute owners allotted to each of them:

- a) Smt.K.N.Munilakshmi, Smt.N.Babitha, Smt.N.Nirmala and Sri.N.Vishwanath Reddy (Seller Nos. 1, 1A to 1C herein) 00 Acres 27.666 Guntas.
- b) Sri.A.Krishna Reddy (Seller No.2 herein) 00 Acres 23.504 Guntas.
- c) Sri.A.Janardhan Reddy (Seller No.3 herein) 01 Acre 24 Guntas.
- d) Sri.A.Raja Reddy (Seller No.4 herein) 00 Acres 25.214 Guntas.
- e) Smt.A.Lalitha (Seller No.5 herein) 00 Acres 03 Guntas.
- f) Smt.A.Girija (Seller No.6 herein) 00 Acres 03 Guntas.
- g) Smt.A.Geetha (Seller No.7 herein) 00 Acres 03 Guntas.
- h) Sri.A.Pilla Reddy (Vendor of Seller No.8 herein) 00 Acres 04.617 Guntas.

(c) Thus in the manner stated above, the Seller Nos.1 to 7 and Sri.Pilla Reddy became the absolute owners of Item No.1 of the Schedule 'A' Property.

(d) WHEREAS Item No.1 of the Schedule 'A' Property was converted for non-agricultural residential purposes vide Order of The Deputy Commissioner, Bangalore District, Bangalore bearing No.ALN (E-3) (K.H) SR 08/2010-11 dated 10/08/2010 and thereby Item No.1 of the Schedule 'A' Property ceased to be an agricultural land and became fit for residential purposes.

(e) WHEREAS subsequently Sri.A.Pilla Reddy, later sold his share of Property measuring 00 Acres 04.617 Guntas in Item No.1 of the Schedule 'A' Property (with all his benefits in the Joint Development Agreement dated 09/02/2011 referred to hereinbelow) in favour of Mr.Omar Sheriff (Seller No.8 herein) in terms of a Sale Deed dated 28/11/2013 registered as Document No.6244/2013-14 in Book-I and stored in C.D.No.INRD81, in the Office of the Sub-Registrar, Indiranagar, Bangalore and since then Seller No.8 started enjoying the Property measuring 00 Acres 04.617 Guntas in Item No.1 of the Schedule 'A' Property as absolute owner.

II. (a) WHEREAS the Seller Nos.9 to 19 herein are the owners of all that all that Property measuring (1) 5 Acres 16 Guntas in Sy.No.30/1, (2) 00 Acres 28 Guntas in Sy.No.28, (3) 2 Acres 20 Guntas in Sy.No.29 and (4) 00 Acres 23 Guntas in Sy.No.32/1, totally measuring 9 Acres 7 Guntas all situated at Kurudu Sonnenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing (1) No.ALN(E.B,B)SR148/2011-12 dated 09/03/2012, (2) No.ALN(E.B,B)SR147/2011-12 dated 09/03/2012 and (3) No.ALN(E.B,B)SR149/2011-12 dated 09/03/2012, morefully described in Item No.2 of the Schedule 'A' herein.

(b) WHEREAS the land measuring 5 Acres 16 Guntas in Sy.No.30/1 of Kurudu Sonnenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, formed part of 5 Acres 18 Guntas and was acquired by Sri.T.Chikkanarayanappa Alias Chikkanayanappa (husband of Seller No.9 and father of Seller Nos.12 to 18) by virtue of an allotment made in his favour in terms of a Partition Deed dated 26/06/2000 registered as Document No.2882/2000-01 in Book-I, in the Office of the Sub-Registrar, Krishnarajapuram, Bangalore and later he sold 2 Guntas of land in favour of Sri.P.K.Bhuvaneshwara Reddy in terms of a Sale Deed dated 17/03/2008 registered as Document No.3626/2007-08 in Book-I and stored in C.D.No.12, in the Office of the Sub-Registrar, Bidarahalli, Bangalore and continued to retain the remaining portion of land measuring 5 Acres 16 Guntas which was later got converted for non-agricultural residential purposes vide Order of The Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E.B.B.) SR 148/2011-12 dated 09/03/2012 and thereby the said portion of the Property became fit for residential use.

(c) WHEREAS the Property measuring 00 Acres 28 Guntas in Sy.No.28 of Kurudu Sonnenahalli Village and 2 Acres 20 Guntas in Sy.No.29 of Kurudu Sonnenahalli Village, was purchased by Smt.Muddamma, the Nineth Seller herein from her Vendors in terms of Two Sale Deeds as detailed below :

- 1) Sale Deed dated 23/11/1993 registered as Document No.2317/1993-94, in Book-I, Volume 691, at pages 117 to 119 in the office of the Sub-Registrar Krishnarajapuram, Bangalore in respect to property measuring 00 Acres 28 Guntas in Sy.No.28 of Kurudu Sonnenahalli Village.
- 2) Sale Deed dated 07/11/1992 registered as Document No.5276/1992-93, in Book-I, Volume 612, at pages 32 to 40 in the office of the Sub-Registrar Krishnarajapuram, Bangalore in respect to property measuring 02 Acres 20 Guntas in Sy.No.29 of Kurudu Sonnenahalli Village.

and the aforesaid lands were converted for non-agricultural residential purposes vide Order of The Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E.B.B.) SR 147/2011-12 dated 09/03/2012 and thereby the said portion of the Property became fit for residential use.

(d) WHEREAS the land measuring 00 Acres 29 Guntas in Sy.No.32 of Kurudu Sonnenahalli Village, was purchased by Sri.G.Ananda Reddy, the Tenth Seller herein, from his Vendors in terms of a Sale Deed dated 17/12/2004 registered as Document No.25640/2004-05, in Book-I and stored in C.D.No.KRID97 in the office of the Sub-Registrar Krishnarajapuram, Bangalore and he started enjoying the same as absolute owner and on resurvey of Sy.No.32 and re-fixing of the boundaries on phodi, the land purchased by the Tenth Seller measured 00 Acres 23 Guntas and was identified with Sy.No.32/1 of Kurudu Sonnenahalli Village and his name was mutated in the revenue records accordingly and he secured conversion of the same for non-agricultural residential purposes vide Order of The Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E.B.B.) SR 149/2011-12 dated 09/03/2012 and thereby the said portion of the Property became fit for residential use.

(e) WHEREAS the aforesaid Sri.T.Chikkanarayanappa along with Sellers 9 to 19, being his wife, son-in-law, children and grand child, entrusted Item No.2 of the Schedule 'A' herein to the Builder herein, in terms of a Joint Development Agreement dated 25/04/2012 and also executed a Power of Attorney of even date for development and sale of the said Property (which are further detailed below) and subsequently on his death, his wife Smt.Muddamma and his children, who are Sellers 9 to 18 succeeded to his share in the said Property and also to the benefit of the aforesaid Joint Development Agreement.

III. (a) WHEREAS the Seller No.20 is the owner of all that Property measuring 2 Acres 23 Guntas in Sy.No.24/4 of Kodigehalli Village, Krishnarajapuram Hobli, Bangalore East Taluk and duly converted for non-agricultural residential purposes vide Orders of The Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E.K.H.W) SR.45/2010-11 dated 11/02/2011 and No.ALN (E.K.H.W) SR.111/2011-12 dated 16/01/2012, morefully described in Item No.3 of the Schedule 'A' herein, he having purchased the same out of his self-exertions and personal funds from his Vendors Smt.B.Suryakumari and Others in terms of Two Sale Deeds as detailed below:

- a) Sale Deed dated 28/01/1993 registered as Document No.6234/1992-93 in Book-I, Volume-623 at Pages 11 to 17, in the Office of The Sub-Registrar, Krishnarajapuram, Bangalore;
- b) Sale Deed dated 28/01/1993 registered as Document No.6235/1992-93 in Book-I, Volume-623 at Pages 17 to 23, in the Office of The Sub-Registrar, Krishnarajapuram, Bangalore;

and since then he started enjoying Item No.3 of the Schedule 'A' Property as absolute owner and all the revenue records disclose the name of the Seller No.20 as owner in possession and enjoyment of Item No.3 of the Schedule 'A' Property.

(b) WHEREAS the Seller No.20 secured conversion of Item No.3 of the Schedule 'A' Property for non-agricultural residential purposes vide Orders of The Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E.K.H.W) SR.45/2010-11 dated 11/02/2011 and No.ALN (E.K.H.W) SR.111/2011-12 dated 16/01/2012 and thereby the Item No.3 of Schedule 'A' Property ceased to be an agricultural land and became fit for residential purposes.

IV. (a) WHEREAS the Seller No.21 herein represents that he is the owner of all that Property measuring 04 Acres 03 Guntas in Survey No.24/5 of Kodigehalli Village, Krishnarajapuram Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E.K.H.W) SR.110/2011-12 dated 16/01/2012, morefully described in Item No.4 of the Schedule 'A' herein.

(b) WHEREAS Item No.4 of the Schedule 'A' Property was originally owned and possessed by Smt.J.Lakshmi (mother of Seller No.21), she having purchased the same out of her personal funds from her Vendors Sri.K.R.Srinivasamurthy and others in terms of two Sale Deeds as detailed below :

- a) Sale Deed dated 28/11/1992 registered as Document No.6580/1992-93 in Book-I, Volume-635 at Pages 163 to 167, in the Office of the Sub-Registrar, Krishnarajapuram, Bangalore, in respect of 2 Acres in Item No.4 of the Schedule 'A' Property;
- b) Sale Deed dated 28/11/1992 registered as Document No.6581/1992-93 in Book-I, Volume-628 at Pages 195 to 198, in the Office of the Sub-Registrar, Krishnarajapuram, Bangalore, in respect of 2 Acres 3 Guntas Item No.4 of the Schedule 'A' Property;

and from the date of sale in her favour, the said Sri.J.Lakshmi started enjoying the Item No.4 of Schedule 'A' Property as absolute owner.

(c) WHEREAS the aforesaid Smt.J.Lakshmi died intestate on 19/08/2004 and so also her husband Sri.S.Jagannath on 10/07/2009, leaving behind them, their children Sri.J.Shyam Prakash, the Seller No.21 herein and his sister Smt.Sowmya Rani to succeed to their estate including Item No.4 of the Schedule 'A' Property and on the death of Smt.J.Lakshmi and Sri.S.Jagannath, the Seller No.21 and Smt.Sowmya Rani succeeded to the estate of Smt.J.Lakshmi and Sri.S.Jagannath and started enjoying Item No.4 of Schedule 'A' Property as absolute owners.

(d) WHEREAS later the said Smt.Sowmya Rani released and relinquished all her right, title, interest and ownership in Item No.4 of the Schedule 'A' Property in favour of the Seller No.21 in terms of a Release Deed dated 08/02/2012 registered as Document No.2317/2011-12 in Book-I and stored in C.D.No.SHVD140, in the Office of the Sub-Registrar, Shivajinagar, Bangalore and thereby Seller No.21 became the full and absolute owner of Item No.4 of the Schedule 'A' Property and all the revenue records disclose his name as owner in possession and enjoyment of Item No.4 of the Schedule 'A' Property.

(e) WHEREAS in the mean time Item No.4 of the Schedule 'A' Property was converted for non-agricultural residential purposes in terms of the Order of the Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E.K.H.W) SR.110/2011-12 dated 16/01/2012 and thereby Item No.4 of the Schedule 'A' Property became fit for residential use.

V. WHEREAS Item Nos.1 to 4 of the Schedule 'A' herein abut and adjoin each other and together form a composite block and they are referred to as Schedule 'A' Property for convenience.

VI. WHEREAS each of the Sellers being interested in developing the Schedule 'A' Property, entrusted their respective portions in the Schedule 'A' Property to M/s.Skylark Mansions Pvt. Ltd., the Confirming Party herein who initially desired to develop Schedule 'A' Property by itself in terms of the following Agreements as detailed below:

- a) Joint Development Agreement dated 09/02/2011 executed by Mr. Pilla Reddy along with Sellers 1 to 7 in favour of Confirming Party registered as Document No.5660/2010-11 in Book-I and stored in C.D.No.MDPD77, in the Office of the Sub-Registrar, Mahadevapura, Bangalore, in respect of Item No.1 of Schedule 'A' Property.
- b) Supplement/Amendment Deed to the Joint Development Agreement dated 28/11/2013 executed by Sellers 1 to 8 in favour of Confirming Party registered as Document No.6251/2013-14 in Book-I and stored in C.D.No.INRD81, in the Office of the Sub-Registrar, Indiranagar, Bangalore, in respect of Item No.1 of Schedule 'A' Property.
- c) Joint Development Agreement dated 25/04/2012 executed by Sri.T.Chikkanarayanappa alias Chikkanarayanappa along with Sellers 9 to 19 in favour of Confirming Party registered as Document No.196/2012-13 in Book-I and stored in C.D.No.SHVD148, in the Office of the Sub-Registrar, Shivajinagar, Bangalore, in respect of Item No.2 of Schedule 'A' Property.
- d) Joint Development Agreement dated 17/10/2012 executed by Seller No.20 in favour of Confirming Party registered as Document No.3685/2012-13 in Book-I and stored in C.D.No.INRD47, in the Office of the Sub-Registrar, Indiranagar, Bangalore, in respect of Item No.3 of Schedule 'A' Property.
- e) Joint Development Agreement dated 25/10/2012 executed by Seller No.21 in favour of Confirming Party registered as Document No.3752/2012-13 in Book-I and stored in C.D.No.INRD47, in the Office of the Sub-Registrar, Indiranagar, Bangalore, in respect of Item No.4 of Schedule 'A' Property.

VII. WHEREAS under the aforesaid Agreements the Sellers and Confirming Party agreed to jointly undertake the development of the Schedule 'A' Property into 'Multistoried Residential Apartment Buildings' and agreed to share the land and buildings in the ratios agreed and detailed therein and simultaneously executed General Powers of Attorney as detailed below, empowering the Confirming Party to develop and sell in terms of the Development Agreements:

- a) Power of Attorney dated 09/02/2011 executed by Mr. Pilla Reddy along with Sellers 1 to 7 registered as Document No.276/2010-11 in Book-IV and stored in C.D.No.MDPD77, in the Office of the Sub-Registrar, Mahadevapura, Bangalore, in respect of Item No.1 of Schedule 'A' Property.
- b) Amended Power of Attorney dated 28/11/2013 executed by Sellers 1 to 8 registered as Document No.764/2013-14 in Book-IV and stored in C.D.No.INRD81, in the Office of the Sub-Registrar, Indiranagar, Bangalore, in respect of Item No.1 of Schedule 'A' Property.
- c) Power of Attorney dated 25/04/2012 executed by Sri.T.Chikkanarayanappa alias Chikkanarayanappa alongwith Sellers 9 to 19 registered as Document No.43/2012-13 in Book-IV and stored in C.D.No.SHVD148, in the Office of the Sub-Registrar, Shivajinagar, Bangalore, in respect of Item No.2 of Schedule 'A' Property.
- d) General Power of Attorney dated 17/10/2012 executed by Seller No.20 registered as Document No.608/2012-13 in Book-IV and stored in C.D.No.INRD47, in the Office of the Sub-Registrar, Indiranagar, Bangalore, in respect of Item No.3 of Schedule 'A' Property.
- e) General Power of Attorney dated 25/10/2012 executed by Seller No.21 registered as Document No.621/2012-13 in Book-IV and stored in C.D.No.INRD47, in the Office of the Sub-Registrar, Indiranagar, Bangalore, in respect of Item No.4 of Schedule 'A' Property.

VIII. WHEREAS the Confirming Party secured a Development Plan sanctioned from the Bangalore Development Authority bearing No.BDA/TPM/DLP-1/3591/2013-14/2791 on 16/11/2013 after executing a Deed of Relinquishment in favour of Bangalore Development Authority relinquishing portions of the Larger Property admeasuring 12034.63 Square metres for roads, parks and open spaces in terms of a Relinquishment Deed dated 07/11/2013 registered as Document No.BDA-1-02273/2013-14 in Book-I and stored in C.D.No.BDAD196, in the Office of the Additional District Registrar, Bangalore District, Bangalore and pursuant to the said Development Plan, building construction plans were also secured from the Bangalore Development Authority, Bangalore, vide L.P.No.68/2013-14 dated 24/02/2014 for construction of Residential Apartment Buildings consisting of Five Buildings named as '**BUILDING-1**' to '**BUILDING-5**'. The '**BUILDING-1**' will comprise of Six Towers identified as '**TOWER-1**', '**TOWER-2**', '**TOWER-3**', '**TOWER-4**', '**TOWER-5**', '**TOWER-6**', and each of the Towers comprising of Lower Basement Floor, Upper Basement Floor, Ground and Nineteen Upper Floors. The '**BUILDING-2**' will comprise of Two Towers identified as '**TOWER-7**' and '**TOWER-8**' and each Tower comprising of Lower Basement Floor, Upper Basement Floor,

Ground and Nineteen Upper Floors. The **'BUILDING-3'** will comprise of Three Towers identified as **TOWER-9'**, **TOWER-10'**, and **TOWER-11'** and each Tower comprising of Lower Basement Floor, Upper Basement Floor, Ground and Nineteen Upper Floors. The **'BUILDING-4'** will comprise of Five Towers identified as **TOWER-12'**, **TOWER-13'**, **TOWER-14'**, **TOWER-15'** and **TOWER-16'** and each Tower comprising of Lower Basement Floor, Upper Basement Floor, Ground and Fourteen Upper Floors. The **'BUILDING-5'** will comprise of Three Towers identified as **TOWER-17'**, **TOWER-18'** and **TOWER-19'** and each Tower will comprise of Lower Basement Floor, Upper Basement Floor, Ground and Thirteen Upper Floors and a **CLUB HOUSE** in Ground and Two Upper Floors named as **'SKYLARK CLUB'** and the entire development is identified as **'SKYLARK ITHACA' ("Project")**. Though the present plan sanction is for Ground and upto Nineteen Upper Floors in Building-1, Building-2 and Building-3, Ground and Fourteen Floors in Building-4 and Ground and Thirteen Floors in Building-5, the same will be modified under a revised sanction of License and Plan for additional construction and higher number of floors in the Buildings 4 and 5 which have less than nineteen Floors. The development of the Schedule 'A' Property as aforesaid will be in Phases and will be developed from time to time.

WHEREAS the Confirming Party herein assigned its rights under the aforesaid Development Agreements in favour of the Builder above named who has agreed to undertake development of Schedule 'A' Property in terms of the said Agreements and also sell in association with the Confirming Party the land share with or without built-up areas in terms of the scheme propounded herein. The Confirming Party being the Power of Attorney Holder of the Sellers will assist the Confirming Party in such development and sale of the Schedule 'A' Property by participating in all transactions with the persons dealing with the Schedule 'A' Property.

WHEREAS the Builder may secure modifications to the existing plans sanctioned for higher number of floors/built-up areas and in such an event the development shall be in terms of the proposed modified plan. The Builder as aforesaid will be developing the Schedule 'A' Property in phases from time to time depending on feasibility and market conditions and shall retain portions of the same and exploit it now or later for the purposes stated above and deal with the same in the manner they deem it fit. The Sellers and Builder have reserved their right of usage of roads and passages, amenities, facilities and other infrastructure in the Schedule 'A' Property for purposes of supporting the development and maintenance of services therein and this right is in the nature of an easement which runs as a covenant with the land in the Schedule 'A' Property.

WHEREAS the Real Estate Regulatory Authority has registered the Project vide Registration No. _____ dated _____ in accordance with the provisions of section 5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as **'the Act'** and created a webpage on the website of the Authority **[Insert webpage details]**.

WHEREAS the Sellers and Builder evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, in terms of which any person desirous of owning an apartment in the Project will be nominated by the Builder to purchase the proportionate undivided share, right, title and interest in the Schedule 'A' Property from the Sellers and such buyer by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will get a right to construct the chosen apartment in any of the Blocks in the Project only through the Builder and upon conveyance of the undivided share in the Schedule 'A' Property, the buyer will perfect his/her/their title over the apartment got constructed. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments through an Association and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common areas, amenities and facilities, within the Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Apartments in Project.

WHEREAS the Sellers and Builder identified the apartments and built-up areas etc., falling to their respective shares in the Project in terms of an Allocation Agreement dated __/__/20__ and agreed that the Sellers and Builder are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas in their own names.

WHEREAS the Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Sellers to Schedule 'A' Property and with the scheme propounded by the Sellers and Builder and sanctions obtained by them was/were interested in owning an Apartment described in Schedule 'C' in the Project by joining the scheme aforesaid.

WHEREAS the Purchaser/s applied for allotment of an Apartment in the Project vide Application bearing No.____ dated _____ and has been allotted Apartment No.____ having Carpet Area measuring _____ Sq.Ft, in _____ Floor of the _____ Tower along with _____ Parking Space in the Basement, as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act. The Floor Plan of the apartment is annexed hereto.

WHEREAS under the scheme of development any person/s interested in owning an Apartment in the Project will be entitled to an undivided proportionate share in the land in the Schedule "A" Property and in the Common Areas in the development/Project through the Association. In the over all scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the units in Projects each of them having a definite undivided share in the Schedule 'A' Property through the Association and absolute ownership to the respective units got constructed by them with the right to use all the common amenities, areas and facilities including staircases, lifts, lobbies, passages, access, etc., within the Schedule 'A' Property and the building. The List of Common areas and restricted common areas are detailed in the Deed of Declaration.

WHEREAS in terms of the Scheme of ownership formulated by the Sellers and Builder the Purchaser/s herein being interested in owning an apartment in the Project had entered into the Agreement to Sell dated _____ registered as Document No. _____ 2017-18 in Book- I and stored in C.D.No. _____ in the Office of the Sub- Registrar, _____ Bangalore, to purchase the undivided share in the Schedule "A" Property and the proportionate share in the common areas in the development in Schedule 'A' Property, which is more fully set out in the Schedule "B" hereto (the Schedule 'B' Property) and the Purchaser/s also got his/her/their Apartment Unit bearing No. _____ on the _____ Floor of 'Building-____' in 'Tower-____' (**shown as _____ Tower in the Building Sanction Plan**) in the Project with a Carpet area of _____ square feet and super built up area of _____ square feet (i.e., inclusive of non-exclusive of the proportionate share in the Common Area and Common Area utilized for housing Common Amenities and Facilities of the Project) along with _____ Car Parking space/s in the Basement and the non-exclusive right to use the Common Amenities and Facilities of the Project the details of which are more fully set out in the Schedule "C" hereto and hereinafter referred to as the Schedule 'C' Apartment. The entire consideration stipulated in the Agreement to Sell is fully paid.

WHEREAS the Sellers and Builder have since completed the Project in all respects and have secured Occupation Certificate (as defined below) from Bruhat Bangalore Mahanagara Palike bearing No. _____, dated _____ for the Project.

WHEREAS under the aforesaid Joint Development Agreement and Allocation Agreement the Schedule 'B' and 'C' Properties are part of the areas allotted to the share of the Builder and hence consideration stipulated herein and all other amounts payable by the Purchaser/s under this Sale Deed shall belong to Builder and hence entitled to receive and appropriate all the amounts payable under this Sale Deed.

WHEREAS pursuant to the completion of the Project the Purchaser/s has/have paid the entire Sale Consideration and Cost of Construction and all other amounts payable under the said Agreement to Sell dated _____ and detailed herein to the Builder and has now called upon the Sellers and Builder to execute this Deed of Sale.

WHEREAS the Sellers and Builder, by executing a Deed of Declaration dated _____ registered as Document No. _____, Book I, CD No. _____ in the office of the Sub-Registrar, _____, Bangalore, have also submitted the Project to the provisions of the Karnataka Apartment Ownership Act 1972 and Rules made thereunder and have constituted an 'Association' under name and style "**SKYLARK ITHACA APARTMENT OWNERS ASSOCIATION**" under the said Karnataka Apartment Ownership Act 1972, of which the Purchaser/s is/are also a registered member/s.

WHEREAS the Purchaser/s after having gone through the Deed of Declaration and Bye-Laws along with all other schedules annexed thereto and accepted the same and hereby undertakes to abide by the Deed of Declaration and the rules and regulation thereunder. The Purchaser/s along with this Sale Deed has/have also executed and registered a declaration in Form "B" under the Karnataka Apartment Ownership Act, 1972, adopting the Deed of Declaration and becoming member/s of the Owners Association formed thereunder.

WHEREAS in view of the compliance of the obligations by the Sellers and Builder under the Agreement to Sell aforesaid, the Purchaser/s approached the Sellers and Builder and agreed to complete the purchase of the property by agreeing to continue to comply with the terms and conditions incorporated in the Agreement to Sell in relation to ownership, possession, use and enjoyment of the Schedule 'C' Apartment and all the common areas, amenities and facilities in the Project and based upon the said assurances, the Sellers and Builder have come forward to execute this Sale Deed, pursuant to and in continuation of the Agreement to Sell.

DEFINITIONS:

Unless the context otherwise requires, the phrases, words, definitions and the interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) hereinafter referred to as 'Act' and hereinafter referred to as Act and the corresponding Rules and in the Agreement to Sell dated _____ executed between the parties and the same are applicable for this Sale Deed also.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the aforesaid Agreement and in consideration of the payment of the sale consideration of Rs. _____/- (Rupees _____ **Only**) paid by the Purchaser/s to the Builder (as desired and directed by the Sellers), the receipt of which sum the Builder hereby admits and acknowledges and acquits the Purchaser/s of any further payment and in consideration thereof, the Sellers hereby grant, convey, sell, transfer, assign and make over UNTO AND TO THE USE of the said Purchaser/s all the Schedule 'B' and 'C' Properties, free from all encumbrances together with all the rights of way, easements of necessity, water, water courses, drains, privileges, appurtenances, advantages whatsoever pertaining to or belonging to the Schedule 'B' and 'C' Properties, who shall hold, possess, use and enjoy all the right, title and interest claims, payments of the Sellers and all other rights, payments, privileges and amenities belonging thereto TO HAVE AND TO HOLD the Schedule 'B' and 'C' Properties together with all those rights as are detailed in Schedule 'D' hereunder and subject to all those obligations as are detailed in Schedule 'E' hereunder TO HAVE and TO HOLD the same ABSOLUTELY AND FOREVER free from all encumbrances and the Builder hereby confirms having transferred all their right in respect of Schedule 'B' Property and Schedule 'C' Apartment in favour of the Purchaser/s for the consideration received and acknowledged as above.

The Sellers and Builder at the time of execution of Sale Deed may either include the Association of the allottees/owners of the apartments in Schedule 'A' Property as a Purchaser/s and convey in favour of such Association proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property alongwith proportionate share in all the common areas, amenities and facilities etc., in the Schedule 'A' Property and vest title in such Association or may separately convey entire common areas to the Association independently. The Purchaser/s hereby irrevocably consent/s for the same since under the Act and Rules, all the common areas should ultimately vest in the Association. In this Proforma Sale Deed pending the aforesaid, the Schedule 'B' and 'C' Properties are together referred to as Property hereby conveyed.

1) ASSURANCES:

The Sellers and Builder hereby covenant with the Purchaser/s that notwithstanding anything done or knowingly suffered, the Sellers and Builder hath good title, right and absolute power to sell, transfer and convey all and singular Property hereby conveyed, being the Schedule "B" and "C" Properties, to the Purchaser/s and that the Schedule 'B' and 'C' Properties and every part thereof shall at all times remain and be UNTO the Purchaser/s and be quietly entered into, upon, held, possessed and enjoyed by the Purchaser/s jointly in common with all the other undivided share owners, without any let, hindrance, interruption or disturbance by the Sellers and Builder or anyone claiming through or in trust for them.

2) INDEMNITY:

The Sellers and Builder shall keep the Purchaser/s fully indemnified against all encumbrances, claims, demands, costs and expenses occasioned or made by the Sellers and Builder or any persons having or claiming any estate, right, title or interest in or to the Property hereby conveyed.

3) TITLE & TITLE DEEDS:

The Sellers and Builder have already delivered to the Purchaser/s photo copies of all the documents of title pertaining to the Schedule 'A' Property and the Purchaser/s has/have purchased Schedule 'B' and 'C' Properties being satisfied with the Sellers' title and Builder's right to develop Schedule 'A' Property. It is hereby further declared that all the terms and conditions, covenants and obligations as contained in or referred to in the Agreement to Sell referred to above constitute document of title expressing covenants continuing and binding to the extent provided therein on the Sellers/Builder and the Purchaser/s to the intent that such attendant rights and obligations in respect of Schedule 'B' and 'C' Properties shall enure for the benefit of and be binding upon the Sellers/Builder and the Purchaser/s in all respects. The original title deeds of the Schedule 'A' Property will be ultimately deposited with the Association in terms of the Act.

4) PROPERTY TAXES AND KHATA:

- 4.1) The Sellers and Builder will pay Municipal taxes and other rates and outgoings on the Schedule 'B' and 'C' Properties upto the date of receipt of Occupancy Certificate. Thereafter, the Purchaser/s shall be liable to pay the Municipal Taxes from the said date for the Schedule 'B' and 'C' Properties.
- 4.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'C' Property from the jurisdictional municipal office and Sellers/Builder agree to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property.

5) POSSESSION:

- 5.1) The Sellers and Builder, on or before execution of this Sale Deed, have delivered possession of the property hereby conveyed by placing the Purchaser/s in joint possession of the Schedule "A" Property and actual possession of the Schedule "C" Apartment.
- 5.2) The Purchaser/s hereby confirm/s having taken possession of the Schedule 'C' Apartment and before taking the possession, the Purchaser/s has/have inspected and satisfied as to completion of all works in the Schedule 'C' Apartment and its fitness for occupation and the Purchaser/s has/have no claims against the Sellers and Builder in respect of the Schedule 'C' Apartment including but not limited to the following:
- a) correctness of the area of the Schedule 'C' Apartment and the Purchaser Car Park allotted.
 - b) Common Area and Common provided in the Project as per the agreed Specifications set out in the Agreement to Sell.
 - c) quality of construction of 'Project' and of the Schedule 'C' Apartment.
 - d) electrification and plumbing etc., in the Schedule 'C' Apartment and in the Project.
 - e) facilities and services provided in Schedule 'C' Apartment and in the building 'Project'.
 - f) construction in Schedule 'C' Apartment and Project being in conformity with Sanctioned Plan.
- 5.3) The Purchaser/s hereby declare/s and confirm/s that he/she/they has/have no claims (including for any damages/Interest etc.) against the Sellers and/or Builder in relation to sale Schedule 'B' Property and construction of Schedule 'C' Apartment and/or the development of the Project whatsoever and hereby confirm that the Sellers and Builder have complied with all their obligations towards the Purchaser/s under the Agreement to Sell to the satisfaction of the Purchaser/s and hereby fully and completely discharge the Sellers and Builder from all their obligations under the said Agreement to Sell except those specifically reserved under this Sale Deed.

6) RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the rights as mentioned below on purchase of Apartment:

- (i) Exclusive ownership of the Apartment;
- (ii) Undivided proportionate share in the Common Areas. Since the share/interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- (iii) Free and uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;
- (iv) The right of entry and passage for the Purchaser/s and agents or workmen of the Purchaser/s to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

7) OBLIGATIONS OF PURCHASER/S:

- 7.1) The Purchaser/s shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule 'C' Apartment and completion of Project in Schedule 'A' Property and shall not be in breach of any of the terms of this Sale Deed.
- 7.2) The Purchaser/s has/have agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, clubhouse swimming pool, all other facilities, internal road, water tanks, supply networks and sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain the property of the Sellers and Builder until entire development in Schedule 'A' Property is completed and it is handed over to Owners Association on such completion. However the Purchaser/s is allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchaser/s regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Sellers/Builder.

- 7.3) The Purchaser/s agree/s that he/she/they shall have no right to seek partition or division or separate possession of the undivided share in the Schedule 'B' Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of apartments for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.
- 7.4) The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the Sellers and Builder as follows:-
- (i) To maintain the said Apartment at his/her/their own cost in good and tenable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or to the Sellers and/or to the Builder.
 - (ii) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C or other structural members in the said Apartment without the prior written permission of the Sellers/Builder.
 - (iii) Not to put any object or keep flower pot outside the windows or on the projection area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the area pre approved by the Sellers/Builder.
 - (iv) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.
 - (v) To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.

- (vi) To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Sellers/Builder would be rendering to the Purchaser/s pursuant to this Sale Deed, shall also be borne by the Purchaser/s and the Purchaser/s will indemnify the Sellers/Builder of any instances of taxes on this Sale Deed, accruing in future.
- 7.5) The Purchaser/s will not object to the rights of the Sellers/Builder in allotting the covered/mechanical/stacked/open car parking spaces/ garage storage spaces for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the Sellers /Builder in this regard shall be final and binding on the Purchaser/s.
- 7.6) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 7.7) The Purchaser/s agrees that he/she/they shall park his/her/their cars/vehicles only at the specific Car Park space specifically allocated to him/her/them and not at any other place, around the building.
- 7.8) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.
- 7.9) It is agreed that the buildings to be constructed in Schedule 'A' Property shall be held by all the purchasers in the respective Tower/Building and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the Tower/Building shall belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.
- 7.10) The Purchaser/s agree/s to own and enjoy Schedule 'B' Property to be sold in common with other purchasers of undivided shares and title in Schedule 'A' Property and shall be entitled to all those such Rights stated in Schedule 'D' herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all purchaser/s in '**SKYLARK ITHACA**'. The Builder however shall be entitled to confer additional benefits and rights to specific purchasers at its discretion.

- 7.11) Though the Purchaser/s is/are purchasing the undivided share in the Schedule 'A' Property, the Purchaser/s' rights are actually confined to the land abutting/earmarked for the construction of the Tower of the apartment building in which the Schedule 'C' Apartment is situated. The Purchaser/s is/are not entitled to balance land or in its share in Schedule 'A' Property and in which the Sellers and Builder alone are entitled to deal with the same.
- 7.12) The Purchaser/s further covenant/s to use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, club house etc., in '**SKYLARK ITHACA**' in Schedule 'A' Property as and when permitted in common with other purchaser/s and other occupants of development in Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.
- 7.13) The Purchaser/s agree/s that the Garden Areas and other greenery abutting the buildings in '**SKYLARK ITHACA**' are for common use and enjoyment of the apartment purchasers of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. None of the apartment owners of the respective Towers in Schedule 'A' Property shall erect any compound or fencing around their respective towers.
- 7.14) It is expressly agreed and recorded that the specific and general rights arising out of this Sale Deed in favour of the Purchaser/s are confined only with respect to the land on which the building consisting of Schedule 'C' Property in Schedule 'A' Property is envisaged. The Purchaser/s shall not be entitled to claim any right or interest or title of whatever nature in respect of balance portion of the land and/or areas or development in Schedule 'A' Property. The Builder is free and entitled to carry on development activities on the said balance portions at any time as they deem fit and the Purchaser/s of the Schedule 'A' Property will not have any right to object against such development or claim any interest therein. The Builder has reserved the right of usage of roads and passages and facilities in the Schedule 'A' Property in perpetuity for purposes of supporting the development and maintenance of services therein. The perpetual easementary right of access created in favour of the Builder or their nominees/employees/agent or persons claiming under them at all times and further the Purchaser/s agree and undertake to execute any such separate writings as may be required by the Builder, (but at cost and expense of Builder) [along with other apartment purchasers] confirming unfettered easementary right in favour of the Builder, at anytime hereinafter. The aforesaid term is of the essence.
- 7.15) The Builder as aforesaid will be developing the Schedule 'A' Property in phases. The Purchaser/s is/are aware that the development in the adjoining buildings and/or in subsequent phases will be continuous and progressive twenty four hours a day and seven days a week. The Purchaser/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portion of the Schedule

'A' Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this Sale Deed.

- 7.16) The Purchaser/s shall not require or undertake before/after delivery of possession of Schedule 'C' Apartment any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the apartment, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings, staircase railings etc.,) and external painting, other than what is provided for in the design by the Architects and Builder.
- 7.17) The Purchaser/s shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment. The Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Builder or the agency appointed periodically for the maintenance of all common areas and facilities in '**SKYLARK ITHACA**'.
- 7.18) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the Builder. The Purchaser/s shall carry out interior works all days except Sundays during the day time between 9 A.M. and 6 P.M. The Purchaser/s shall be fully liable and responsible to clear at their cost the debris generated. The Builder do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Builder. The Builder shall not be responsible/liable for any thefts during the course of the interior works.
- 7.19) The Purchaser/s shall not, make any structural alterations or additions to the Schedule 'C' Property or permanently remove there from any fixtures or fittings provided therein if any. However, the Purchaser/s may undertake temporary partitions, or install any electrical equipment required for Purchaser/s operations, including but not limited to Computer systems, electronic devices, CCTV, telephones, etc. The Purchaser/s shall carryout, at his/her/their own cost and expenses and without claiming any reimbursement from the Builder, minor non-structural additions or improvements to the Schedule 'C' Premises. The Purchaser/s shall not do any act, which will cause or tend to cause any damage to the structure and facade of the buildings.
- 7.20) The Builder reserves the right to retain/remove/plant any trees/plants, electrical equipment, road structures, garbage bins etc., in the Schedule 'A' Property, which the Purchaser/s accept/s and consent/s. The Purchaser/s has/have expressly given consent for variations and/or modifications as the

Architect/Builder may consider necessary from time to time during the course of construction. The Architect and Builder are the final decision makers on these aspects and the Purchaser/s shall not interfere or question the design, costs, construction processes etc., implemented by the Builder.

- 7.21) The Builder have the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in Schedule 'A' Property and/or in other Towers in '**SKYLARK ITHACA**' and the Purchaser/s shall have no objection/make any claims in respect thereto.

8) **BUILDER'S RIGHT TO DEVELOP THE SCHEDULE 'A' PROPERTY:**

- 8.1) The Builder reserves the exclusive and absolute right, power and authority to develop the remaining portions of the Schedule 'A' Property in various stages from time to time and retain portions thereof and exploit the same now or later and deal with the same in the manner they deem it fit in which none of the purchasers of Schedule 'A' Property or any other buildings in the Schedule 'A' Property shall have any right or objection or concern therein.

- 8.2) The Purchaser/s shall have no right or authority or interest of any nature whatsoever in the developments envisaged in the remaining portions of the Schedule 'A' Property and the same are specifically excluded from the scope of this Sale Deed. The Purchaser/s acknowledge/s that the ownership of such land, areas, facilities and amenities shall vest solely with the Builder and/or their transferees and they alone shall have absolute right and authority to deal with the same, including their usage and manner/method of use, disposal etc., creation of rights in favour of any other person by way of sale, lease, joint venture, collaboration or any other mode.

- 8.3) The Builder as aforesaid will develop other buildings in balance portions of Schedule 'A' Property and the Builder reserves easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule 'A' Property for themselves. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the Purchaser/s shall not have the right to question such use and enjoyment of roads and passages and other amenities and facilities in Schedule 'A' Property by the Builder and/or their transferees and/or persons claiming under them.

9) **BUILDER'S RIGHT TO DEVELOP THE ADJOINING PROPERTIES AND USE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDR):**

It is further agreed and confirmed by the Purchaser/s, that the Builder shall be free to develop neighbouring properties and/or use TDR and entitled to integrate the development of the neighbouring properties with Schedule 'A' Property and Owners/Occupants of such development can use and enjoy all or any of the roads, pathways, passages and common facilities, amenities etc., in Schedule 'A' Property. The Purchaser/s and other Occupants of such apartments and/or built up areas therein, shall have the right to use and enjoy the Infrastructure, Facilities, common roads, utilities like lighting, sewerage,

water and electricity in the development in Schedule 'A' Property in common with owners/occupants thereof. It is specifically agreed that if, however the Builder extends the Project to the neighboring properties, the Purchasers in such extensions shall also be entitled to use and enjoy some of the items of infrastructure, by sharing maintenance charges as stipulated by the Builder depending upon the nature and extent of use of the infrastructure.

10) **CLUB HOUSE**

- 10.1) The Builder has provided Club House for the use and enjoyment of all owners/occupants in Schedule 'A' Property, which shall form part of '**SKYLARK ITHACA**' and Purchaser/s shall be required to pay the prescribed amount towards the club facility for membership therein and utilise the facilities available in the Club according to the terms and conditions and shall remit payments as prescribed by Builder or by the Agency appointed by Builder to operate and manage the Club. Any tax liability arising out of this shall be borne by the Purchaser/.
- 10.2) The Club House is for the use of owners/occupants in Schedule 'A' Property in '**SKYLARK ITHACA**' and the Builder may provide such facilities therein which they in their sole and absolute discretion consider necessary and viable. The facilities may include party hall, sports area, health centre, and or any other facilities as may be decided by the Builder.
- 10.3) The ownership and possession of the buildings and the fittings and fixtures in Club including movable assets will be transferred to the Federation of Associations to be formed in the Schedule 'A' Property and till then it will be exclusively with the Builder and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to:-
 - (i) admit either the owners or the tenants in possession as members. Such membership shall be restricted to either the owners or the tenants of apartments/built spaces in Schedule 'A' Property.
 - (ii) refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the Club House rules and/or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such persons are not entitled to use the Club House and the facilities therein.
 - (iii) fix the Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
 - (iv) frame the rules and regulations regarding usage of the facilities in the Club House.
- 10.4) The Builder shall have a perpetual right of ingress and egress to the Club by using the roads and other facilities in '**SKYLARK ITHACA**' by themselves and by their agents, servants, members, invitees, guests, visitors authorised/permitted by them.

10.5) The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in **'SKYLARK ITHACA'**, shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the Sellers, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Builder and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Builder and their agents/assigns, (iv) and are entitled for the following:-

- (a) The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as member of the Club on payment of admission fee prescribed by the Builder.
- (b) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Builder and their agents/assign and subject to the payment of the monthly subscriptions as may be fixed by Builder subject to payment of charges for usage of facilities in Club. The spouse and his/her immediate family members are entitled to use the facilities in the club as dependent members.

10.6) The facilities of the Club are available for the benefit of the Purchaser/s of the Apartments in **'SKYLARK ITHACA'** and also for the benefit of the Purchaser/s, Owners/Occupants of the apartments and other spaces in the remaining portion of Schedule 'A' Property and/or for the adjoining properties and in the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

10.7) The Builder may themselves run the Club and/or engage any person/s to run the club and its activities till it is handed over to the Federation of Associations envisaged in this Sale Deed. The Builder is not responsible for either quality of services or the cost at which services are provided in the club.

10.8) That as aforesaid the club and facilities provided therein shall be common to all the owners and occupants in all the phases of development in Schedule 'A' Property and also in the development/s to be undertaken by the Builder in the adjoining lands. The ownership and possession of the buildings and the fittings and fixtures as stated in para above will be ultimately held by the Federation of Association consisting of Associations of each of the buildings, towers that would be developed in the Schedule 'A' Property and also in the adjoining lands as aforesaid.

11) OWNERS ASSOCIATION:

11.1) The Sellers and Builder have formed an Association. The Purchaser/s has become a member/s of the Association of Purchasers.

11.2) The Owners' Association is governed by a Deed of Declaration executed by the Sellers and Builder and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.

- 11.3) It is specifically made clear that the said Owners' Association is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in **the Project** but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc., and will function in terms of Act & Rules thereunder.
- 11.4) That on the Project being handed over to the Association, the Sellers/Builder shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

12) MAINTENANCE OF THE COMMON AREAS OF APARTMENT OR PROJECT:

- 12.1) The Builder will undertake upkeep and maintenance of the common areas, amenities and facilities in the buildings **'SKYLARK ITHACA'** in Schedule 'A' Property or entrust the same to any Maintenance Company of their choice from the date of completion of the Building for one year or till taking over by the Owners Association, whichever is earlier. The Purchaser/s shall be liable to bear and pay the common expenses for the upkeep and maintenance of the common areas, amenities and facilities in the building **'SKYLARK ITHACA'** for the period of one year in advance, which would be utilized for the said purposes and any deficit would be made good by the Purchaser/s. The said payment is in addition to the payment stipulated in further paragraphs detailed below.
- 12.2) The Builder will undertake the maintenance and upkeep of common areas and roads and facilities in **'SKYLARK ITHACA'** in Schedule 'A' Property or entrust the same to any Maintenance Company of their choice for a period of one year from the date of completion of the respective tower or entrust the same to the Association once the common areas are handed over. The Purchaser/s shall pay to Builder or Maintenance Company or Owners' Association as the case may be, proportionate sums for maintenance of common areas and facilities in **'SKYLARK ITHACA'**.
- 12.3) From the date of intimating that the Schedule 'C' Apartment is ready for taking possession or the date of handing over of the Schedule 'C' Apartment for possession, whichever is earlier, the purchaser shall be liable to proportionately share and pay for the common expenses/maintenance expenses to the Builder/the Agency/Owners Association appointed by the Builder for maintenance of all the common areas and facilities in **'SKYLARK ITHACA'**.

- 12.4) The Purchaser/s shall pay to the Builder/the Agency appointed by the Sellers an estimated sum per sq. ft. super built-up area of the Apartment as "Common Maintenance Charges" for one year. Any tax liability arising out of this shall be borne by the Purchaser/s. The Common Maintenance Charges is payable by the Purchaser/s as aforesaid on issue of a notice of completion of Schedule 'C' Apartment. With this amount the Builder/Maintenance Agency will maintain the common areas and the facilities in '**SKYLARK ITHACA**' for a period of One year from the date the building is ready for occupation and any deficit shall be made good by the Purchaser/s proportionately. After the expiry of One year or earlier in the event of handing over the common areas to the Owners' Association, the Builder agrees to transfer the maintenance of the Tower to the Owners Association and till then the Builder/Agency will run on payment of common expenses to them every month. The Purchaser/s shall after One year or earlier, pay the Builder/Agency/Owners Association, as the case may be the common maintenance charges to the agency in charge of the common area maintenance, quarterly in advance or as may billed by the Agency or Owners Association. However in the event Builder finds the aforesaid sums being insufficient to meet the common maintenance charges for any reason including in case of escalation in the cost of labour and other materials used for Common Area Maintenance, the Builder is entitled to seek proportionate increase in Common Maintenance Charges.
- 12.5) The Purchaser/s shall also at the time of taking possession of Apartment, pay the prescribed sum per sq. ft. of saleable area of the Apartment as Owner's contribution towards "**Corpus Fund**". The whole of the Corpus Fund made up of the contributions by the purchasers of the Apartments in '**SKYLARK ITHACA**' shall be retained by Builder till the formation of Federation of Associations and transfer the same with accrued bank interest, if any, to the Federation of Associations so formed in '**SKYLARK ITHACA**'. The Purchaser/s of the respective Towers in '**SKYLARK ITHACA**' or the Association shall have no right or authority to claim the refund/transfer of the corpus fund on sale/transfer before the formation of Federation of Associations. The contribution towards Corpus Fund is collected to ensure funds availability for any major repairs or maintenance works in '**SKYLARK ITHACA**'.
- 12.6) The Purchaser/s shall permit the Builder and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'C' Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses.

13) NOT TO ALTER NAME:

The Purchaser/s shall not alter or subscribe to the alteration of the name of **the Project** in Schedule 'A' Property and/or alter the names assigned to the Buildings/Towers therein.

14) DEFECT LIABILITY PERIOD:

- (a) The Defect liability period shall be for a period of 5 (five) year from the date of issuance of the Occupancy Certificate. The Defect liability shall cover rectification of structural defects, owing to the negligence/omission of the Sellers/Builder. It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Apartment and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Apartment and services therein in the same state and condition in which it will be handed over to the Purchaser/s. Further, the Purchaser/s shall, not during such period change/ amend/ modify or carry out any repairs in the said Apartment or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the Purchaser/s/others, is excluded from this clause and for which the Sellers/Builder are neither liable nor responsible. Subject to the terms as stated in this clause the Sellers/Builder shall endeavour to rectify the defect within a period of 30 days of such defect being notified in writing to the Sellers/Builder.
- (b) The Sellers/Builder shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks / gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the apartment.
- (c) The Sellers/Builder shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

15) RIGHT TO REBUILD:

In the event of destruction of buildings in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser/s will have the right to construct and own the same area as is owned by him prior to the date of destruction. However if the area sanctioned is more/less, the Purchaser/s will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

16) APPLICABILITY:

The Agreement to Sell between the Sellers, Builder and the Purchaser/s and this Sale Deed, shall together constitute documents of title to the Schedule 'B' Property and Schedule 'C' Apartment for the Purchaser/s and in the event of there being any inconsistency in terms, conditions, covenants, rights and obligations of the parties detailed in these three documents, the terms, conditions, covenants, rights and obligations mentioned in this Sale Deed shall prevail over the said Agreement, as otherwise Agreement to Sell and this Sale Deed shall all form part of one transaction between the parties hereto and shall collectively define the rights and obligations of the parties.

17) STAMP DUTY & REGISTRATION FEE:

This Sale Deed has been made, executed and registered at the cost of the Purchaser/s and the Purchaser/s has/have borne the stamp duty, registration fee payable on this deed and if any further stamp duty and registration fee is demanded by the registration authorities under whatever proceedings, the same shall only be borne by the Purchaser/s. The Sellers and Builder shall have no liability in respect thereof.

18) PERMANENT ACCOUNT NUMBERS:

The Income Tax Permanent Account numbers of the parties to this Deed are as under:

Sellers	:
Builder	:
Purchaser/s	:

:SCHEDULE 'A':
(Description of Entire Property)

ITEM No.1:

All that Property measuring 3 Acres 34 Guntas in Sy.No.24/6 of Kodigehalli Village, Krishnarajapuram Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E-3) (K.H) SR 08/2010-11 dated 10/08/2010 and bounded by :

East : Boundary of Sadaramangala that is adjoining property being developed as Skylark Arcadia-I by the Builder herein;
 West : Property in Sy.No.24/5;
 North : Kurudusonnenahalli Boundary and Approach Road;
 South : Boundary of Sadaramangala that is adjoining property being developed as Skylark Arcadia-I by the Builder herein and property belonging to others;

ITEM No.2:

i) All that Property measuring 5 Acres 16 Guntas in Sy.No.30/1 situated at Kurudu Sonnenahalli Village, Bidrahalli Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN(E.B,B)SR148/2011-12 dated 09/03/2012 and bounded by:

East : Village Boundary;
 West : Property in Sy.Nos.28, 29, 32/1 (Item Nos.II, III and IV), 25 and 27;
 North : Road and thereafter Property in Sy.No.30/2, Property in Sy.Nos.28, 29 and 32/1 (Item Nos.II, III and IV);
 South : Village Boundary and Skylark Arcadia Phase-I and proposed project by Builder herein;

ii) All that Property measuring 00 Acres 28 Guntas in Sy.No.28, situated at Kurudu Sonnenahalli Village, Bidrahalli Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN(E.B,B)SR147/2011-12 dated 09/03/2012 and bounded by:

East : Property in Sy.No.30/1 (Item No.I);
 West : Property in Sy.No.29 (Item No.III);
 North : Property in Sy.No.27;
 South : Property in Sy.No.30/1 (Item No.I);

iii) All that Property measuring 2 Acres 20 Guntas in Sy.No.29, situated at Kurudu Sonnenahalli Village, Bidrahalli Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN(E.B,B)SR147/2011-12 dated 09/03/2012 and bounded by:

East : Property in Sy.No.28 (Item No.II) and Property in Sy.No.30/1 (Item No.I);
 West : Property in Sy.No.32/1 (Item No.IV);
 North : Property in Sy.No.27;
 South : Property in Sy.No.30/1 (Item No.I);

iv) All that Property measuring 00 Acres 23 Guntas in Sy.No.32/1, situated at Kurudu Sonnenahalli Village, Bidrahalli Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN(E.B,B)SR149/2011-12 dated 09/03/2012 and bounded by:

East : Property in Sy.No.29 (Item No.III);
 West : Remaining portion of Sy.No.32/1;
 North : Remaining portion of Sy.No.32/1;
 South : Property in Sy.No.30/1 (Item No.I);

ITEM No.3:

All that Property measuring 2 Acres 23 Guntas in Sy.No.24/4 of Kodigehalli Village, Krishnarajapuram Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Orders of The Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E.K.H.W) SR.45/2010-11 dated 11/02/2011 and No.ALN (E.K.H.W) SR.111/2011-12 dated 16/01/2012 and bounded by:

East : Property belonging to Sri.J.Shyam Prakash in Sy.No.24/5;
 West : Property belonging to Sri.Chikkapilla Reddy;
 North : Cart Road; and
 South : Property belonging to Sri.J.Shyam Prakash in Sy.No.24/5.

ITEM NO.4:

All that Property measuring 04 Acres 03 Guntas in Survey No.24/5 of Kodigehalli Village, Krishnarajapuram Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN (E.K.H.W) SR.110/2011-12 dated 16/01/2012 and bounded by:

East : Private Property;
 West : Remaining portion of Sy.No.24/5 belonging to Sri.Rajareddy;
 North : Road; and
 South : Private Property.

:SCHEDULE `B' PROPERTY:
(UNDIVIDED INTEREST HEREBY CONVEYED)

_____ Undivided share, right, title, interest and ownership in Schedule `A' Property (after deducting area relinquished to Bangalore Development Authority) (which comes to _____ Sq. Feet land share in Schedule `A' Property).

:SCHEDULE `C' APARTMENT:
(DESCRIPTION OF APARTMENT HEREBY CONVEYED)

All that Residential Apartment bearing No. _____ in _____ Floor of **Tower `____'** in the Project being built in Schedule `A' Property and having _____ Sq. Feet of carpet area with right to use _____ Covered/_____ stacked/mechanical _____ Car Parking Space in the Lower/Upper Basement level/Ground Level and the apartment is bounded by :

East :
 West :
 North :
 South :

The above Apartment is shown in Plan annexed hereto.

:SCHEDULE "D":
:RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule `B' Property and Schedule `C' Apartment while owning and possessing the said Properties:

- 1) The right to own the Apartment described in Schedule `C' above for residential purposes only.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule `C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule `C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognising and reciprocating such rights of the other Apartment Owners.

- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment purchasers and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder and/or the Agency appointed by the Builder or Owners Association.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in '**SKYLARK ITHACA**' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder :
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.

:SCHEDULE "E":
:OBLIGATIONS ON THE PURCHASER/S:

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Builder and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Sale Deed.

- 1) The Purchaser/s shall be bound by the following obligations :
 - a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
 - b) Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.

- c) Not to use the space left open after construction in Schedule 'A' Property or in '**SKYLARK ITHACA**' for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
 - d) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - e) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.
 - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- 2) The Purchaser/s shall has/have no objection whatsoever to the Builder managing the building in Schedule 'A' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies for a period of one year from the date of completion of the Tower/building and thereafter handover the building to the association as soon as it is formed and pending the same, the Builder shall retain the same and the Purchaser/s has/have given specific consent to this undertaking. The Builder or the Maintenance Company or Owners Association shall be paid on demand common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule 'A' Property and also service charges for undertaking the said task.
- 3) Separate Owners Associations will be formed in respect of each of the Residential Buildings built in Schedule 'A' Property including in respect of the Tower in which Schedule 'C' Apartment is a portion and the Purchaser/s shall become a Member of the Owners' Association in the respective Towers and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the building shall be done by Builder or by a maintenance company until expiry of one year and thereafter by Owners Association if it has been formed by that time and Purchaser/s shall pay all common expenses and other expenses, taxes and outgoings in terms of this Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the building and each purchaser shall be the owner of the apartment and the undivided share of land thereof. The main purpose and objective of such association is to take over accounts/finance of the multistoried building and the development in '**SKYLARK ITHACA**' and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and outgoings. Each of the Associations shall be responsible for the upkeep and maintenance of the respective buildings.

- 3.1) A Confederation of all Owners Associations shall be formed by all the Associations of the buildings for maintenance and upkeep of the common areas in **'SKYLARK ITHACA'** and each of the owners in **'SKYLARK ITHACA'** shall contribute proportionate charges for upkeep and maintenance of the common areas and services in **'SKYLARK ITHACA'**.
- 3.2) The federation shall be responsible for upkeep and maintenance of common areas, roads, and common facilities which are common to all buildings and the expenses therefor shall be incurred from and out of the funds contributed by all the Owners in **'SKYLARK ITHACA'** or from the Owners' Association of each Tower.
- 3.3) The Purchaser/s shall pay at the time of registration of Sale Deed to Builder the agreed sum per Sq. Feet of super built-up area of the Schedule 'C' Apartment as Corpus Fund which will be utilised for the major maintenance works in the Towers/Development in **'SKYLARK ITHACA'** and the unspent sums will be transferred to Federation/the respective associations.
- 4) The Purchaser/s and other owners of Apartments in the said building shall pay such sums as are required by the Builder or maintenance company or the Association or Federation as the case may be towards maintenance and management of the common areas and facilities in the building and in Schedule 'A' Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s in proportion to the area of the Schedule 'C' Apartment.
- 5) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However it is the primary responsibility of Purchaser/s to pay the same.
- 6) No apartment owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule 'A' Property.
- 7) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Builder or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Purchaser/s as Temporary Members on payment. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in **'SKYLARK ITHACA'**.

- 8) The Purchaser/s shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 9) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Builder construct and not at any time alter the said elevation in any manner whatsoever.
- 10) The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Builder or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 11) It is a specific term and condition of this Sale Deed and of the rights to be created in favour of the prospective Purchasers in the building and in the said apartment that:
 - a) The name and/or apartment number of the Purchaser/s shall be put, in standardised letters and colouring only at the location/board that may be designated by the Builder at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the building or on the outer wall of the apartment.
 - c) The Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d) The Purchaser/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.

- e) Any further or other construction that may be permitted hereafter over and above the construction sanctioned as aforesaid, such construction may be carried out by and/or at the discretion of the Builder. The Purchaser/s shall not be entitled to object to the same or cause any obstruction or hindrance, nor to ask for any discount and/or rebate and/or abatement in the above mentioned consideration.
- 12) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Builder for duly implementing the terms and intent of this Sale Deed and for the formation of Owners' Association.
 - 13) Since the Purchaser/s is/are to own the aforesaid undivided interest in the land described in the Schedule 'A' hereunder written it is specifically agreed that the Purchaser/s shall be entitled in common with the Purchasers/Holders of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance and Common Passages;
 - b) Lifts/Pumps/Generators of the Tower;
 - c) Common facilities including Club House.
 - d) Club House on membership basis and on compliance of byelaws formed for the Club.
 - 14) The Purchaser/s is/are aware that the exclusive right of use of covered/uncovered/stacked or mechanical car parking space in the Basement levels/Ground Level will be allotted by the Builder to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.
 - 15) The Builder will provide to the Purchaser/s access from the driveways/internal roads to the building where Schedule 'C' Apartment is situated.
 - 16) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in '**SKYLARK ITHACA**'.
 - 17) The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.

- 18) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.
- 19) The Purchaser/s of apartments in '**SKYLARK ITHACA**' and/or in respective Towers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:-
 - a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Builder or the Owners' Association differ from the colour scheme of the building.
 - c) Make any structural alterations and/or any fresh openings inside the apartment.
 - d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
 - e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) Drape clothes in the balconies and other places of building.
 - k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - l) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.

- m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Builder.
 - n) Create any nuisance or disturbance or mis behave in the matter of enjoying the common facilities provided to all the apartment Owners in the building of **`SKYLARK ITHACA'**.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in **`SKYLARK ITHACA'**.
 - p) Trespass into other residential buildings in **`SKYLARK ITHACA'** or misuse the facilities provided for common use.
 - q) Use the Schedule `C' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule `C' apartment for training any skill or art or occupation or conduct any teaching classes.
- 20) The Builder reserve the exclusive and absolute right to display hoarding/s on all or any of the Towers and the terraces and/or in any part of the land and/or buildings in Schedule `A' Property and exploit the income therefrom at all times. Neither the Purchaser/s nor the Association/s to be formed in the Towers/federation shall have the right to question the said acts of Builder and/or their transferees or persons permitted by them. The Purchaser/s specifically consent for the above.
- 21) The use of the club house, swimming pool and other facilities by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquillity of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
- 22) The Purchaser/s shall not park any vehicles in any part of Schedule `A' Property except in the parking area specifically acquired by the Purchaser/s and earmarked for the Purchaser/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.
- 23) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule `A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Builder or Agency maintaining the common areas and facilities in **`SKYLARK ITHACA'** or by the Owners Association.

- 24) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 25) The Purchaser/s shall maintain at Purchaser's/Purchasers' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bengaluru Mahanagara Palike and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Sale Deed.
- 26) The Purchaser/s shall not use the Apartment/Parking Space/Garden/ Terrace or permit the same to be used for any purpose which in the opinion of the Builder and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/ Terrace in the said building to the Owners or occupiers of the neighbouring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.
- 27) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
- 28) The Purchaser/s shall permit the Builder and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- 29) The common areas and facilities shall remain undivided and no apartment owner including Purchaser/s shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule 'A' Property.

- 30) The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Tower and/or in **`SKYLARK ITHACA'**.
- 31) The Purchaser/s shall pay to the Builder or maintenance company or Owners' Association or federation as the case may be the following expenses on prorate basis.
- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in **`SKYLARK ITHACA'** including the cost of Annual Maintenance Contract for these equipments;
 - b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in **`SKYLARK ITHACA'**;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule `A' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule `A' Property in general.
 - h) All taxes payable, service charges and all other incidental expenses in general.
- 32) That in addition to payment of the expenses referred to in Para above, the Purchaser/s should also pay promptly the Maintenance Charges (for upkeep and maintenance of all common areas, roads, amenities and facilities, which are common to all developments in Schedule `A' Property) periodically or as and when demanded by the Builder/Maintenance Agency/Owners' Association/Federation as the case may be.

NOTE:

The terms and conditions in this Sale Deed may vary and/or stand modified depending upon the negotiations with the persons intending to own apartments in the Project and the revised terms will be incorporated in this Sake Deed either in addition to or in substitution of some of the terms, conditions, covenants, etc.

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS SALE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

WITNESSES:

1)

SELLERS

2)

BUILDER.

PURCHASER/S.